

AG Contract No. KR94 0498TRN
ECS File: JPA 94-49
Project: F-039-1-513
Tracs: 40B MO 53 H2876 01C
Section: SR-40B, Phase II

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF KINGMAN

THIS AGREEMENT is entered into 3 May, 1994
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF KINGMAN, acting by and through its MAYOR and CITY
COUNCIL, (the "City").

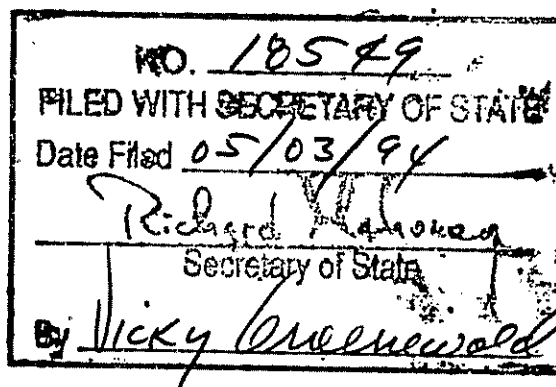
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. It is to the mutual advantage of the State and the
City to landscape areas within the right of way on State Route
40B at the following location:

From centerline roadway station 157+35 to
centerline roadway station 9+35, a net distance
of approximately 0.360 miles.



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for approval.

2. After City approval of the plans, the project will be constructed by the State, using State funds. Upon completion of the work, the City shall reimburse the State twenty five percent (25%) of the landscape contract costs, in an amount not to exceed \$16,250.00.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the City shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. The City hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and the repair of all erosion to maintain the final grade established at the completion of the project. The City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E, Room 222E
Phoenix, AZ 85007

City of Kingman
City Manager
310 N. 4th Street
Kingman, AZ 86401

7. Attached hereto is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF KINGMAN

STATE OF ARIZONA

Department of Transportation

By Carol S. Anderson
CAROL S. ANDERSON
Mayor

By Robert P. Mickelson
ROBERT P. MICKELSON
Chief Deputy State Engineer

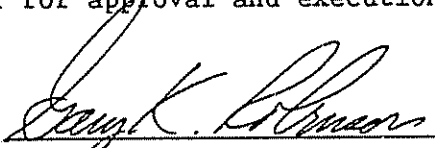
ATTEST

By Charlene Ware
CHARLENE WARE
City Clerk

RESOLUTION

BE IT RESOLVED on this 8th day of March 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the the City of Kingman for the purpose of defining responsibilities for the construction and maintenance of landscaping on SR-40B in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Chief Deputy State Engineer for approval and execution.


for: LARRY S. BONINE
Director

RESOLUTION NO. 1895

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA, AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF KINGMAN CONCERNING A NON-INTERSTATE LANDSCAPING PROJECT TO BE LOCATED ALONG BUSINESS ROUTE 40 (HISTORIC ROUTE 66).

WHEREAS, the City of Kingman and the Arizona Department of Transportation (ADOT) are proposing a landscaping project within the right-of-way of Business Route 40 (Historic Route 66 or Andy Devine Avenue) from First Street to Fourth Street in Historic Downtown Kingman, and

WHEREAS, the City and the State desire to improve the physical appearance of this area with landscaping and brickwork and,

WHEREAS, the City of Kingman and ADOT will share the cost of this project with the State contributing 75% of the cost and the City 25% of the cost, not to exceed \$16,250 as the City's share, and

WHEREAS, the City and ADOT are authorized to enter into an Intergovernmental Agreement by Arizona Revised Statutes, and


WHEREAS, the City will include its portion of the programs costs in the 1994-95 fiscal year budget,


NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Kingman, Arizona, that the Mayor is authorized to sign the Intergovernmental Agreement for Non-Interstate Landscaping Program, Project Number F-039-1-513.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman this Fourth day of April, 1994.

ATTEST:

APPROVED:


Charlene Ware, City Clerk


Carol S. Anderson, Mayor

JPA 94-49

APPROVAL OF THE KINGMAN CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF KINGMAN and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 21st day of March, 1994.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-0498-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 26th day of April, 1994.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8365G